

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W45XMA-0354-3251		PAGE 1 OF 34	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW63-01-T-0044	
7. FOR SOLICITATION INFORMATION CALL		a. NAME RICHARD A. DEVAULT				b. TELEPHONE NUMBER (No Collect Calls) (903) 665-3911	
9. ISSUED BY PINEY WOODS PROJECT OFFICE USAED, FORT WORTH CESWF-OD-PW 2669 FM 726 JEFFERSON, TX 75657 TEL: FAX:		CODE M2R0W00		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7033 SIZE STANDARD: 5.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO LAKE O' THE PINES PROJECT OFC ATTN: No Contacts Identified USAED, FORT WORTH CESWF-OD-LP 2669 FM 726 JEFFERSON, TX 75657		CODE M2R0W10		16. ADMINISTERED BY SEE ITEM 9			
17 a. CONTRACTOR/ CODE OFFEROR		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT							
27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		127.00	Days		
	GATE ATTENDANT SERVICES BRUSHY CREEK PARK				
	FFP - PROVIDE GATE ATTENDANT SERVICES AT BRUSHY CREEK				
	PARK 4 DAY. BASE YEAR 01-MAR-2001 THRU 30-SEP-2001.				
	PURCHASE REQUEST NUMBER W45XMA-0354-3251				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		127.00	Days		
	GATE ATTENDANT SERVICES BRUSHY CREEK PARK				
	FFP - PROVIDE GATE ATTENDANT SERVICES AT BRUSHY CREEK				
	PARK 4 DAY. OPTION YEAR ONE 01-MAR-2002 THRU 30-SEP-2002				
	PURCHASE REQUEST NUMBER W45XMA-0354-3251				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		127.00	Days		
	GATE ATTENDANT SERVICES BRUSHY CREEK PARK				
	FFP - PROVIDE GATE ATTENDANT SERVICES AT BRUSHY CREEK				
	PARK 4 DAY. OPTION YEAR TWO 01-MAR-2003 THRU 30-SEP-2003.				
	PURCHASE REQUEST NUMBER W45XMA-0354-3251				

NET AMT

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001		Days	127.00	Dest.	M2R0W10 LAKE O' THE PINES PROJECT OFC USAED, FORT WORTH CESWF-OD- LP 2669 FM 726 JEFFERSON, TX 75657 No Contacts Identified
0002		Days	127.00	Dest.	Same as CLIN 0001
0003		Days	127.00	Dest.	Same as CLIN 0001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE:

52.217-5	Evaluation Of Options	JUL 1990
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

U.S. ARMY CORPS OF ENGINEERS
FORT WORTH DISTRICT
PINEY WOODS PROJECT
LAKE O' THE PINES OFFICE

GATE ATTENDANT/PARK ATTENDANT SCOPE OF WORK

1. GENERAL: The services to be accomplished under this contract shall be accomplished by a two-person team consisting of the contractor and 1 team member, each person will be at least 18 years of age. All work is to be performed by the identified 2-person team. Work to be performed under this contract may not be subcontracted. Both team members must be identified on the Request for Quotations (Bid sheets). Services to be accomplished under this contract shall be in accordance with this Scope of Work, the Project's Scope of Work and with the Corps of Engineers Gate Attendant Handbook Scope of Work/Guidelines, for the recreation area named and described herein. The term "contractor" will refer to the person awarded the contract. The term "contractor" will refer to both members of the identified two-person team. The contractor will be required to furnish all labor, equipment, fuel, transportation, tools, and supplies (except as otherwise noted herein as Government furnished) necessary to provide the specified services for the duration of the contract period.

2. DEFINITIONS:

CONTRACTOR: Gate attendant or park attendant

RESERVOIR MANAGER: Reservoir Manager or his Authorized Representative.

3. TERM OF CONTRACT/DUTY HOURS: The term of contract and duty hours is specified in each Lake Office's Scope of Work.

4. PRE-WORK CONFERENCE: The contractor, without additional expense to the Government, will be required to attend a pre-work conference to be conducted by the Reservoir Manager at the address of the offering or other agreed upon location. This meeting will be to discuss the policies outlined in the Scope of Work and Responsibility. See "Additional Scope of Work Responsibility".

5. PERMITS/COMPLIANCE: The contractor shall, without additional expense to the Government, be responsible for complying with and obtaining any necessary licenses and/or permits. The contractor will comply with all Federal, State, County, and Municipal laws, codes and regulations in connection with the performance of the work.

6. CONTRACTOR BONDING REQUIREMENT: The contractor will provide proof of surety bonding through an established company for the

duration of the contract in the amount of \$5000.00 (Five thousand dollars) minimum.

7. TEMPORARY LIVING QUARTERS: The contractor shall furnish a fully operable "self-contained" recreational vehicle (RV) of the travel trailer or motor home type to serve as temporary living quarters for the duration of the contract. Maximum size of the trailer is determined by physical limitations of the site furnished and will be parked near the entrance to the park at a location to be designated by the Reservoir Manager. Pickup (shell-type) campers, pop-up tent trailers, tents, mini-travel trailers, mobile homes, buses, or any other types of recreation vehicles do not meet general size requirements or the "self-contained" classification as determined by inspection of the Reservoir Manager will not be acceptable. In addition, the contractor shall provide and maintain a fully operable vehicle, which can be operated independently of the RV for purposes of personal or contract-related transportation. The contractor team will be the sole occupants of the site. Adult family members and friends will not live with the contractor.

8. VISITORS OF THE CONTRACTOR/PARK ATTENDANT: Visitors of the contractor will be required to lodge in the contractor's trailer with the contractor. No visitors will be allowed to hook-up to the contractor's utility hook-ups at any time.

9. UNIFORM DRESS AND PERSONAL APPEARANCE: The contractor shall, at all times when on duty and when dealing with the public, be required to maintain a fully clothed and neat, well groomed appearance. Shoes shall be worn; however, sandals or thongs will not be permitted. The contractor will promote a favorable image of the Corps through personal appearance and actions willingly assist park visitors in a courteous manner.

10. LIVING AREA AND GATEHOUSE MAINTENANCE: The contractor will maintain the area where the trailer is parked in a clean and sanitary condition at all times. No dog pens, horse corral, poultry cages or similar facilities for pets or raising of animals will be allowed. All pets will be confined in the contractor's trailer or on a leash of 6 feet or less in length. No pets are allowed inside the gatehouse. No washers, dryers, deep freezers, or excessive personal items will be permitted around trailer pad areas or inside the gatehouse. Smoking is not allowed in the gatehouse and immediately outside doors and windows. The contractor will maintain the gatehouse in a clean, orderly and sanitary condition at all times. All non-authorized

personnel are to remain outside the gatehouse. Solid wastes and refuse shall be deposited in a nearby trash receptacle furnished by the Government.

11. USER FEES: The contractor will follow fee collection, credit voucher, refund and campsite reservation procedures established by the U.S. Army Corps of Engineers, Fort Worth District. The contractor is required to collect User Fees daily, to insure that campers are "paid up", utilizing the Park Office NRRS System, cash register, or collection from an honor system vault or U.S. Army Corps of Engineers User Permit, ENG Form 4457. The contractor is required to collect user fees for specialized recreation sites, facilities and services provided by the Corps of Engineers. These may include, but are not limited to, camping, group facility use, day use, special facility use, multiple site rental use, and visitor-to-camper fees. The contractor is required to provide keys, check permits, and input vouchers for project issued special use permits in their responsible area facilities. This will include input of individual campsites at group camping and shelter vouchers from the project office. The contractor is required to refer campers desiring refunds to the NRRS contractor system or project office for processing. The contractor is required to accept cash, personal check, traveler's check, credit card, money orders, and reservations as methods of use fee payment. The contractor will be responsible for User Permits (ENG Form 4457), Cash Register receipt tapes, NRRS permits and all collected forms of use fee payments until turned over to an authorized fee collector/cashier. The contractor may be audited at any time, without prior notice, and is required to place all forms of collected use fee payments/monies in the gatehouse fee safe upon remittance, ready for immediate collection. The contractor is required to have personal cash on hand at all times to make change.

12. CAMPSITE RESERVATIONS: The contractor will comply with local and district policies on reservations under the National Reservation System. The contractor will be required to perform the following duties daily as needed: a) Receive or accept the reports delivered in person, and/or transmitted by telephone, electronic mail received through a computer, facsimile machine, etc.; b) Maintain and update necessary status reports utilizing charts, status boards, note pads, card systems, computer/cash register systems, etc., to insure that campsite status is kept current at all times; c) Keep records and monitor dates of arrivals, departures, no-shows, cancellations, etc.; d) Fill

out refund and credit voucher forms according to policy.; e) Post reserved and vacant campsites. The contractor will furnish transportation to drive through the park as needed to determine occupied/vacant sites, post reserved/vacant sites, collection of use fee from honor system vaults, etc. The contractor will also maintain any records as necessary for the administration of the campsite reservation program as directed by Reservoir Manager. The contractor will accept the campsite reservation permit as both proof/payment of the reservation. The contractor will check reservation campers when applicable for proper golden age or golden access cards upon their arrival.

13. GROUP SHELTERS: The contractor will keep records and insure compliance of group shelter use as required by the Reservoir Manager. This will include collection of user fees as addressed in Paragraph 10. This may include opening or unlocking facilities at occupancy and closure after departure.

14. CAMPING STATUS: The contractor will record the campsite taken and maintain a permanent record of the current status of each campsite occupied. The contractor will keep written records of camper's length of stay to insure compliance with the Corps' camping policy. The contractor will register park users, issue appropriate passes, and deliver emergency messages to visitors as required by the Reservoir Manager. The contractor will keep a written record of campers who are turned away due to lack of campsites or electrical hook-ups. The contractor shall also participate as necessary in all Recreation Use Surveys that may be conducted.

15. VISITOR ASSISTANCE: The contractor will occupy the gatehouse at all times during duty hours and is required to handout information pamphlets, copies of Federal regulations, and campground maps to all visitors, courteously answer questions for visitors and assist campers in locating campsites. The contractor will advise campers and park visitors (1) to utilize only developed facilities or designated overflow areas and (2) to operate and park all vehicles and campers only on paved surfaces or designated parking areas. The contractor will advise campers of quiet hours (10:00 P.M. until 6:00 A.M.) as they enter the park, and assist in maintaining quiet hours.

16. COMPLAINTS: The contractor will keep a written record of complaints and criticisms of park facilities. These records will be given to the Reservoir Manager upon request.

17. DISTURBANCES: The contractor will promptly report all accidents, violations of law, disturbances, and situations that could affect health and safety of visitors to the Reservoir Manager. In the event the contractor is unable to communicate with the Reservoir Manager, the contractor should contact the local law enforcement officers as soon as practical. All communications with local law enforcement officers will be reported to the Reservoir Manager, on the next workday. The contractor will not attempt to apprehend any violators. NOTE: Serious incidents such as a fatality in the park will be reported immediately to the Reservoir Manager and to the local law enforcement agency.

18. COOPERATION WITH OTHERS: The contractor will cooperate with the public, other contractors and gate attendants, Corps employees and others who have contracts with the Corps of Engineers for the construction of new facilities, repair of existing facilities, clean up services, trash pick-up services, and grass mowing, etc. The contractor will allow Corps employees to utilize communication facilities furnished by the Government. Cooperation will include, but not be limited too summoning assistance and reporting all instances of vandalism, harassment, public intoxication, speeding, etc.: to the proper authorities. The contractor will attempt to provide for the needs of our visiting public as public relations representatives for the Corps of Engineers. The contractor may be asked to work additional days in the event that another contractor needs time off due to medical reasons.

19. PARK INSPECTION: The contractor will inspect the park area and facilities a minimum number of times each day as required by the Reservoir Manager. Inspections will be made in a vehicle provided and maintained, by the contractor. During all inspections, if the contractor observes park users violating Corps of Engineers rules and regulations, the contractor should ask for compliance only, the contractor is not to pursue enforcement. If violations persist, the contractor should contact a Park Ranger for assistance/enforcement. If a Ranger is not available, in minor cases, a record of the incident should be made and reported to the Reservoir Manager as soon as practical.

20. CONTRACTOR VEHICLE: The contractor will provide a transportation vehicle for use in performing the requirements of

the contract. Minimum state required liability insurance must be carried. Proof of liability insurance will be submitted to the Contracting Officer's Authorized Representative, Lake Office, within 1 week after beginning date of the contract. All motor vehicles and operators will comply with state laws such as licensed operators, and vehicle safety equipment and other.

21. LOST AND FOUND: The contractor will keep lost and found articles in the gatehouse or trailer and turn over all found articles with as much information as possible to the Rangers as soon as possible.

22. FIREARMS: Firearms or any type of object that could be considered a weapon will not be carried or kept in the park. This includes but is not limited to the gatehouse, or trailer occupied by the contractor.

23. ALCOHOL: The contractor will not consume or be under the influence of alcoholic beverages, drugs and/or medication the absence of a doctor's prescription while on duty. The contractor will not consume or be under the influence of alcoholic beverages, drugs and/or medication in the absence of a doctor's prescription while in view of the public to include but not limited to the park entrance area, gate site, gatehouse, park restrooms, campsites, etc.

24. INSPECTION AND CONTRACT PERFORMANCE: The services performed by the contractor under provisions of this contract shall subject to inspections by the Contracting Officer or his designated representative to insure strict compliance with the terms of the contract. The contractor will be advised of a deficiency. Upon being advised of a deficiency, the contractor shall take immediate action either to personally correct or have his team member correct such deficiency and to insure that the deficiency does not reoccur.

25. TRAILER SITE: Unless otherwise indicated in the Lake Offices park information sheet or scope of work, the Government will furnish a site for self-contained travel trailer or motor home with only 110 volt electricity, water, sewage hook-ups and/or dump station nearby. If the contractors' travel trailer is not configured or adaptable to the sewage, water or electric hookups available at the site, the Government will not be responsible for providing attachments' etc.

26. COMMUNICATIONS EQUIPMENT: The contractor will be required to operate and use radio equipment. The Government will furnish radio communication equipment.

27. GOVERNMENT PROPERTY: The contractor will be required to return Government property on the last day of the contract.

28. SOLID WASTE DISPOSAL: A trash removal contractor will remove all solid waste material (trash) from the Government furnished containers on regular scheduled days.

29. ABSENTEEISM: No payment will be made for time not worked. The Reservoir Manager should be contacted and given as much advance notice as possible about anticipated absences. The Reservoir Manager must approve all absences in advance. An absence by any one or both of the two-person contract team, without prior approval by the Reservoir Manager, is grounds for dismissal of the contractor and termination of the contract.

30. PAYMENT FOR SERVICES: Payment will be made monthly for the actual days worked at the unit price indicated on the bid sheet.

31. SUBSTITUTION OF TEAM MEMBER: the Contracting Officer may allow Team member substitution upon prior approval.

32. TERMINATION: Conduct or unbecoming actions on the part of the contractor may be grounds for immediate dismissal of the contractor and termination of the contract. Examples of actions requiring immediate dismissal include, but are not limited to, the following: consumption of alcoholic beverages or intoxication while on duty, cursing, harassment of visitors, unwarranted physical contact with visitors or Corps personnel, recurring written and/or verbal complaints from visitors on contractor's attitude, lack of cooperation and resistance to implementation of policies and programs as directed by the Reservoir Manager, failure to correct deficiencies, etc. Failure by any one of the team members to provide items and services listed in the contract specifications may be grounds for termination of the contract under FAR 52.249-8 and this clause. The contracting officer has the right to approve the substitution of any new team member/park attendant/gate attendant if that action becomes necessary.

33. DUTY OF CONTRACTOR TO FINISH CONTRACT: The contractor may not terminate the contract. If the contractor fails to complete the contract through the specified term, the contractor is

subject to reprocurement cost. The contractor's failure to comply with contract specifications may be grounds for suspension or debarment for a period of time not to exceed 3 years. Acceptance of the contract shall be evidence of such knowledge, approval, or acquiescence of all contract specifications.

34. OTHER REQUIREMENTS: See Project's scope of Work for other requirements of that Project.

This document dated 1 December 2000 supersedes all previous versions of the consolidated Gate Attendant Scope of Work for Lake O' the Pines Project Office.

ADDITIONAL CONTRACT REQUIREMENTS

NOTICE: "Hard copy off-line quotations are acceptable; fax quotations to 1-903-665-8882 to the attention of Dick De Vault, Piney Woods Project Office, Contract Section."

Vendor must have insurance that meets the State of Texas insurance requirements.

NOTICE: "The plans and specifications for this project can be found at <http://ebs.swf.usace.army.mil>."

Payrolls are required (For Construction Only)

6 June, 2000

Piney Woods Project Office
Contract Section

TO: Contractor

SUBJECT: Request for supplemental information vital to the this
Contract award.

The following is required information for the award of this contract. We can not award this contract to you (if you are selected) without this information. You must complete all items.

1. Business Name: _____

2. Tax ID: _____

3. *Dunns Number:_____

4. *Cage Code:_____

5. Central Contractor Registration - You must Register on the internet at **www.ccr2000.com**. Sorry we can not do this for you at our office. Note: If you register over the phone it will take you about 30 days.

6. Mailing Address:

Name:_____

Street:_____

City:_____

County:_____

State:_____

Zip Code:_____

7. Communications: Telephone_____

Fax: If you have one:_____

Cell Phone: If you have one:_____

8. Contact: Name:_____

Phone:_____

9. E-Mail Address: If you have one_____

10. **REMEMBER YOU MUST COMPLETE THIS FORM AND RETURN WITH YOUR QUOTE TO BE ELIGIBLE FOR AWARD.**

Thanks for your patience and support,

Richard A. De Vault
Lead Civil Engineering Tech.
Contract Section
Piney Woods Project Office

- Notes
- **Dunns number - call 1-800-333-0505**

- Cage Code - When you register with the Central Contractor Registration on the internet they will assign you a Cage Code.

WAGE DETERMINATION NO: 94-2235 REV (16) AREA: LA,SHREVEPORT

WAGE DETERMINATION NO: 94-2235 REV (16) AREA: LA,SHREVEPORT

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
Washington, D.C. 20210

Wage Determination No.: 94-2235

Revision No.: 16

Division of

Wage Determinations

Date of Last Revision: 08/13/1999

State): Arkansas, Louisiana, **Texas**

Areas: Arkansas COUNTIES OF Columbia, Hempstead, Howard, Lafayette,
Little River, Miller, Nevada, Sevier
Louisiana COUNTIES OF Bienville, Bossier, Caddo, Claiborne, De
Soto,
East Carroll, Jackson, Lincoln, Madison, Morehouse, Ouachita,
Red River, Richland, Union, Webster, West Carroll
Texas COUNTIES OF Bowie, Camp, Cass, Cherokee, Franklin, Gregg,
Harrison, Marion, Morris, Panola, Red River, Rusk, Titus, Upshur

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing ****

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
Administrative Support and Clerical Occupations:	
01011 Accounting Clerk I	\$ 8.23
01012 Accounting Clerk II	\$ 9.08
01013 Accounting Clerk III	\$ 11.17
01014 Accounting Clerk IV	\$ 12.39
01030 Court Reporter	\$ 13.01
01050 Dispatcher, Motor Vehicle	\$ 13.42
01060 Document Preparation Clerk	\$ 9.07
01070 Messenger (Courier)	\$ 6.90
01090 Duplicating Machine Operator	\$ 9.07
01110 Film/Tape Librarian	\$ 9.79
01115 General Clerk I	\$ 7.01
01116 General Clerk II	\$ 7.88
01117 General Clerk III	\$ 9.01
01118 General Clerk IV	\$ 10.01
01120 Housing Referral Assistant	\$ 13.08

01131	Key Entry Operator I	\$ 7.63
01132	Key Entry Operator II	\$ 8.33
01191	Order Clerk I	\$ 7.64
01192	Order Clerk II	\$ 9.00
01261	Personnel Assistant (Employment) I	\$ 9.40
01262	Personnel Assistant (Employment) II	\$ 10.67
01263	Personnel Assistant (Employment) III	\$ 12.72
01264	Personnel Assistant (Employment) IV	\$ 14.26
01270	Production Control Clerk	\$ 13.08
01290	Rental Clerk	\$ 9.79
01300	Scheduler, Maintenance	\$ 9.79
01311	Secretary I	\$ 9.79
01312	Secretary II	\$ 11.67
01313	Secretary III	\$ 13.08
01314	Secretary IV	\$ 14.51
01315	Secretary V	\$ 16.11
01320	Service Order Dispatcher	\$ 11.26
01341	Stenographer I	\$ 10.01
01342	Stenographer II	\$ 10.87
01400	Supply Technician	\$ 14.03
01420	Survey Worker (Interviewer)	\$ 12.20
01460	Switchboard Operator-Receptionist	\$ 7.14
01510	Test Examiner	\$ 11.67
01520	Test Proctor	\$ 11.67
01531	Travel Clerk I	\$ 8.16
01532	Travel Clerk II	\$ 8.64
01533	Travel Clerk III	\$ 9.07
01611	Word Processor I	\$ 8.40
01612	Word Processor II	\$ 10.37
01613	Word Processor III	\$ 11.51

Automatic Data Processing Occupations:

03010	Computer Data Librarian	\$ 8.77
03041	Computer Operator I	\$ 8.77
03042	Computer Operator II	\$ 10.45
03043	Computer Operator III	\$ 13.20
03044	Computer Operator IV	\$ 14.11
03045	Computer Operator V	\$ 15.40
03071	Computer Programmer I 1/	\$ 13.08
03072	Computer Programmer II 1/	\$ 15.15
03073	Computer Programmer III 1/	\$ 18.26
03074	Computer Programmer IV 1/	\$ 22.00
03101	Computer Systems Analyst I 1/	\$ 18.26
03102	Computer Systems Analyst II 1/	\$ 22.00
03103	Computer Systems Analyst III 1/	\$ 26.40
03160	Peripheral Equipment Operator	\$ 8.77

Automotive Service Occupations:

05005	Automobile Body Repairer, Fiberglass	\$ 18.37
05010	Automotive Glass Installer	\$ 15.71
05040	Automotive Worker	\$ 15.71
05070	Electrician, Automotive	\$ 17.45
05100	Mobile Equipment Servicer	\$ 14.33
05130	Motor Equipment Metal Mechanic	\$ 18.37
05160	Motor Equipment Metal Worker	\$ 15.71
05190	Motor Vehicle Mechanic	\$ 18.37

05220 Motor Vehicle Mechanic Helper	\$ 13.41
05250 Motor Vehicle Upholstery Worker	\$ 15.43
05280 Motor Vehicle Wrecker	\$ 15.71
05310 Painter, Automotive	\$ 17.45
05340 Radiator Repair Specialist	\$ 15.71
05370 Tire Repairer	\$ 14.33
05400 Transmission Repair Specialist	\$ 18.37

Food Preparation and Service Occupations:

07010 Baker	\$ 8.33
07041 Cook I	\$ 7.29
07042 Cook II	\$ 8.33
07070 Dishwasher	\$ 5.74
07100 Food Service Worker (Cafeteria Worker)	\$ 5.62
07130 Meat Cutter	\$ 9.25
07250 Waiter/Waitress	\$ 5.56

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 17.45
09040 Furniture Handler	\$ 11.02
09070 Furniture Refinisher	\$ 17.45
09100 Furniture Refinisher Helper	\$ 13.41
09110 Furniture Repairer, Minor	\$ 15.43
09130 Upholsterer	\$ 17.45

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 5.81
11060 Elevator Operator	\$ 5.92
11090 Gardener	\$ 8.31
11121 Housekeeping Aide I	\$ 5.61
11122 Housekeeping Aide II	\$ 6.44
11150 Janitor	\$ 5.92
11210 Laborer, Grounds Maintenance	\$ 6.32
11240 Maid or Houseman	\$ 5.63
11270 Pest Controller	\$ 9.02
11300 Refuse Collector	\$ 5.92
11330 Tractor Operator	\$ 7.71
11360 Window Cleaner	\$ 6.39

Health Occupations:

12020 Dental Assistant	\$ 10.09
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 10.09
12071 Licensed Practical Nurse I	\$ 9.23
12072 Licensed Practical Nurse II	\$ 10.37
12073 Licensed Practical Nurse III	\$ 11.60
12100 Medical Assistant	\$ 9.02
12130 Medical Laboratory Technician	\$ 10.37
12160 Medical Record Clerk	\$ 9.72
12190 Medical Record Technician	\$ 12.49
12221 Nursing Assistant I	\$ 6.55
12222 Nursing Assistant II	\$ 7.36
12223 Nursing Assistant III	\$ 8.03
12224 Nursing Assistant IV	\$ 9.02
12250 Pharmacy Technician	\$ 11.24
12280 Phlebotomist	\$ 10.37
12311 Registered Nurse I	\$ 12.74

12312 Registered Nurse II	\$ 16.88
12313 Registered Nurse II, Specialist	\$ 16.88
12314 Registered Nurse III	\$ 18.86
12315 Registered Nurse III, Anesthetist	\$ 18.86
12316 Registered Nurse IV	\$ 22.60

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 14.51
13011 Exhibits Specialist I	\$ 14.10
13012 Exhibits Specialist II	\$ 18.14
13013 Exhibits Specialist III	\$ 19.74
13041 Illustrator I	\$ 14.10
13042 Illustrator II	\$ 18.14
13043 Illustrator III	\$ 19.74
13047 Librarian	\$ 16.11
13050 Library Technician	\$ 11.33
13071 Photographer I	\$ 11.85
13072 Photographer II	\$ 14.10
13073 Photographer III	\$ 18.14
13074 Photographer IV	\$ 19.74
13075 Photographer V	\$ 23.78

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 6.00
15030 Counter Attendant	\$ 6.00
15040 Dry Cleaner	\$ 7.11
15070 Finisher, Flatwork, Machine	\$ 6.00
15090 Presser, Hand	\$ 6.00
15100 Presser, Machine, Drycleaning	\$ 6.00
15130 Presser, Machine, Shirts	\$ 6.00
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.00
15190 Sewing Machine Operator	\$ 7.54
15220 Tailor	\$ 7.97
15250 Washer, Machine	\$ 6.28

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 17.45
19040 Tool and Die Maker	\$ 21.92

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 16.48
21020 Material Coordinator	\$ 14.69
21030 Material Expediter	\$ 14.69
21040 Material Handling Laborer	\$ 11.40
21050 Order Filler	\$ 9.80
21071 Forklift Operator	\$ 12.77
21080 Production Line Worker (Food Processing)	\$ 12.77
21100 Shipping/Receiving Clerk	\$ 11.20
21130 Shipping Packer	\$ 11.20
21140 Store Worker I	\$ 9.07
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.08
21210 Tools and Parts Attendant	\$ 12.77
21400 Warehouse Specialist	\$ 12.77

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 18.37
-------------------------	----------

23040 Aircraft Mechanic Helper	\$ 13.41
23050 Aircraft Quality Control Inspector	\$ 19.29
23060 Aircraft Servicer	\$ 15.43
23070 Aircraft Worker	\$ 16.35
23100 Appliance Mechanic	\$ 17.45
23120 Bicycle Repairer	\$ 14.33
23125 Cable Splicer	\$ 18.37
23130 Carpenter, Maintenance	\$ 17.45
23140 Carpet Layer	\$ 16.35
23160 Electrician, Maintenance	\$ 18.37
23181 Electronics Technician, Maintenance I	\$ 15.71
23182 Electronics Technician, Maintenance II	\$ 18.67
23183 Electronics Technician, Maintenance III	\$ 20.62
23260 Fabric Worker	\$ 15.43
23290 Fire Alarm System Mechanic	\$ 18.37
23310 Fire Extinguisher Repairer	\$ 14.33
23340 Fuel Distribution System Mechanic	\$ 18.37
23370 General Maintenance Worker	\$ 15.71
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 18.37
23430 Heavy Equipment Mechanic	\$ 18.37
23440 Heavy Equipment Operator	\$ 18.37
23460 Instrument Mechanic	\$ 18.37
23470 Laborer	\$ 8.10
23500 Locksmith	\$ 17.45
23530 Machinery Maintenance Mechanic	\$ 18.37
23550 Machinist, Maintenance	\$ 18.37
23580 Maintenance Trades Helper	\$ 13.41
23640 Millwright	\$ 18.37
23700 Office Appliance Repairer	\$ 17.45
23740 Painter, Aircraft	\$ 17.45
23760 Painter, Maintenance	\$ 17.45
23790 Pipefitter, Maintenance	\$ 18.37
23800 Plumber, Maintenance	\$ 17.45
23820 Pneudraulic Systems Mechanic	\$ 18.37
23850 Rigger	\$ 18.37
23870 Scale Mechanic	\$ 16.35
23890 Sheet-Metal Worker, Maintenance	\$ 18.37
23910 Small Engine Mechanic	\$ 16.35
23930 Telecommunications Mechanic I	\$ 18.37
23931 Telecommunications Mechanic II	\$ 19.29
23950 Telephone Lineman	\$ 18.37
23960 Welder, Combination, Maintenance	\$ 18.37
23965 Well Driller	\$ 18.37
23970 Woodcraft Worker	\$ 18.37
23980 Woodworker	\$ 14.33

Personal Needs Occupations:

24570 Child Care Attendant	\$ 8.34
24580 Child Care Center Clerk	\$ 10.40
24600 Chore Aide	\$ 5.92
24630 Homemaker	\$ 11.57

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 18.37
25040 Sewage Plant Operator	\$ 17.45
25070 Stationary Engineer	\$ 20.42

25190 Ventilation Equipment Tender	\$ 13.41
25210 Water Treatment Plant Operator	\$ 17.45

Protective Service Occupations:

27004 Alarm Monitor	\$ 8.50
27006 Corrections Officer	\$ 11.47
27010 Court Security Officer	\$ 11.91
27040 Detention Officer	\$ 11.47
27070 Firefighter	\$ 11.46
27101 Guard I	\$ 5.68
27102 Guard II	\$ 9.35
27130 Police Officer	\$ 14.25

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 18.07
28020 Hatch Tender	\$ 15.71
28030 Line Handler	\$ 15.71
28040 Stevedore I	\$ 14.81
28050 Stevedore II	\$ 16.73

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 24.90
29011 Air Traffic Control Specialist, Station 2/	\$ 17.17
29012 Air Traffic Control Specialist, Terminal 2/	\$ 18.91
29023 Archeological Technician I	\$ 13.06
29024 Archeological Technician II	\$ 14.69
29025 Archeological Technician III	\$ 18.14
29030 Cartographic Technician	\$ 18.14
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 21.00
29040 Civil Engineering Technician	\$ 18.14
29061 Drafter I	\$ 10.45
29062 Drafter II	\$ 11.85
29063 Drafter III	\$ 14.10
29064 Drafter IV	\$ 18.14
29081 Engineering Technician I	\$ 9.39
29082 Engineering Technician II	\$ 12.35
29083 Engineering Technician III	\$ 15.21
29084 Engineering Technician IV	\$ 18.23
29085 Engineering Technician V	\$ 21.52
29086 Engineering Technician VI	\$ 24.15
29090 Environmental Technician	\$ 18.15
29100 Flight Simulator/Instructor (Pilot)	\$ 25.30
29150 Graphic Artist	\$ 18.26
29160 Instructor	\$ 16.69
29210 Laboratory Technician	\$ 13.20
29240 Mathematical Technician	\$ 18.15
29361 Paralegal/Legal Assistant I	\$ 11.67
29362 Paralegal/Legal Assistant II	\$ 14.51
29363 Paralegal/Legal Assistant III	\$ 17.72
29364 Paralegal/Legal Assistant IV	\$ 21.44
29390 Photooptics Technician	\$ 18.15
29480 Technical Writer	\$ 20.07
29491 Unexploded Ordnance Technician I	\$ 15.82
29492 Unexploded Ordnance Technician II	\$ 19.15
29493 Unexploded Ordnance Technician III	\$ 22.95
29494 Unexploded Safety Escort	\$ 15.82

29495 Unexploded Sweep Personnel	\$ 15.82
29620 Weather Observer, Senior 3/	\$ 14.10
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 13.20
29622 Weather Observer, Upper Air 3/	\$ 13.20

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 13.72
31260 Parking and Lot Attendant	\$ 7.23
31290 Shuttle Bus Driver	\$ 9.68
31300 Taxi Driver	\$ 8.48
31361 Truckdriver, Light Truck	\$ 9.68
31362 Truckdriver, Medium Truck	\$ 13.72
31363 Truckdriver, Heavy Truck	\$ 14.60
31364 Truckdriver, Tractor-Trailer	\$ 14.60

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 7.07
99030 Cashier	\$ 6.81
99041 Carnival Equipment Operator	\$ 7.77
99042 Carnival Equipment Repairer	\$ 8.38
99043 Carnival Worker	\$ 5.69
99050 Desk Clerk	\$ 8.34
99095 Embalmer	\$ 15.28
99300 Lifeguard	\$ 8.32
99310 Mortician	\$ 15.28
99350 Park Attendant (Aide)	\$ 10.44
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 8.54
99500 Recreation Specialist	\$ 11.57
99510 Recycling Worker	\$ 7.76
99610 Sales Clerk	\$ 7.43
99620 School Crossing Guard (Crosswalk Attendant)	\$ 5.92
99630 Sports Official	\$ 8.32
99658 Survey Party Chief (Chief of Party)	\$ 16.78
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 13.04
99660 Surveying Aide	\$ 9.52
99690 Swimming Pool Operator	\$ 8.33
99720 Vending Machine Attendant	\$ 7.76
99730 Vending Machine Repairer	\$ 9.58
99740 Vending Machine Repairer Helper	\$ 7.76

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan

communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job

descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage

determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2000)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(iii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (May 1997).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jun 1997).

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Oct 1998).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246) (Applies to contracts over \$10,000).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1984) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000).

(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to services performed on Federal facilities).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (Feb 2000) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed .

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert SIC code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)

(a) Definitions. As used in this provision--

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--

() is () is not a Historically Black College or University;

() is () is not a Minority Institution.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

ADDITIONAL SCOPE OF WORK RESPONSIBILITYFor Contract Gate AttendantsLake O' the Pines Project1. Tour of Duty:

Lake O' the Pines Gate Attendants work one of two different shifts at each park gate. Attendants on duty at appropriate times will be responsible for opening gates at 6:00 AM and closing gates at 11:00 PM. Operation of the gatehouse and fee collection will be from 9:00 AM to 9:00 PM on all duty days.

4 DAY SHIFT (Summer)

The 4 Day Shift gate attendants will work, Monday through Thursday with days off being Friday Saturday and Sunday. Hours in the gatehouse will be from 9:00 AM to 9:00 PM. On call responsibility for emergencies will be Monday through Thursday nights. Emergency on call responsibility will be Monday thru Thursday nights.

3-DAY SHIFT (Summer)

The 3-Day Shift gate attendants will work, Friday through Sunday with days off being Monday through Thursday. Hours in the gatehouse will be 9:00 AM to 9:00 PM. On call responsibility for emergencies will be Friday through Sunday Nights.

DAY USE GATES (5 Day) (Summer)

Day use gate attendants at Lakeside, Shady Grove and Johnson Day Use will work 10:00 AM until 9:00 PM Thursday and Monday, 9:00 AM to 9:00 PM Friday Saturday Sundays and all Holidays with days off being Tuesday and Wednesday. Non-duty hours will be collected with Honor Box. Collection and contract periods will be from May 1st to Sep 30th. Assigned day use area gates will be opened at 6:00 AM and closed at 10:00 PM.

5-DAY PRIMARY SHIFT (Winter)

The Primary Shift gate attendants will work 5 days a week, with days off being different for each park. Johnson Creek will have Monday and Tuesday off with Brushy Creek days off on Wednesday and Thursday. Hours in the gatehouse will be from 9:00 AM to 8:00 PM. Close gates at 10:00 PM and check park for quiet hours compliance.

Emergency on call responsibility will be the nights between working days and the last night of the shift (Sunday or Wednesday)

4-DAY ROVER SHIFT (Winter)

The Rover Shift gate attendants will work 4 days a week, Monday through Thursday with days off being Friday through Sunday. Hours in the gatehouse will be 9:00 AM to 8:00 PM. Close gates at 10 PM. On call

responsibility for emergencies will be Monday through Thursday Nights.

2. Pre-work Conference: All gate attendants (both persons) will attend a pre-work conference during the week prior to commencement of the contract services. The pre-work conference date will be provided the contractor at the time of contract issuance or extension of an option on the contract.

3. Park Inspection: Campground Gate attendants will be required to make a minimum of three (3) park inspections. The first should be at the beginning of the shift and the last at the end of the shift. Evening shift inspections should include at least one after 10:00 PM quiet hours. Checks should include all restrooms and sites checked for water problems and other deficiencies. Attendants are to cut off running water leaks if found and report the problem as directed by local policy letter. Attendants with a Group camping area will be responsible for unlocking and locking the restroom facilities at the group at check-in and check-out respectively. Day use attendants will be responsible for unlocking and locking the pavilion at check in and check out of groups.

4. Living Facilities: Camping pads with water, electric and sewer hookups will be provided for all attendants. Phone hookups for attendants are available as extensions off gatehouse line or private line at attendant expense. Only official calls are to be made from gatehouse or extension phones and these are to be logged on the phone list in the gatehouse. Credit card and collect calls are to be made from the pay phones.

5. General Facilities, All Parks: All campgrounds include paved RV sites, tent sites, a sewer dump station, a boat ramp and washhouse/restrooms with showers including hot and cold water. Some sites have

impact areas and tent pads. Beaches are available in all except Buckhorn creek Campground.

6. RECREATION AREA DESCRIPTION

(a) Johnson Creek Campground is located at Lake O' the Pines in north-east Texas, approximately 13 miles west of Jefferson, Texas, on FM-729. Johnson Creek Campground contains a total of 85 campsites of which 63 are hard surfaced Class A sites with electrical and water hookups. The other 22 sites are Class A tent sites with a table, lantern pole and cooker at each site. The ten sites in tent area 2 have electrical hookups. Johnson Creek Campground is a heavily used camping area at Lake O' the Pines and normally maintains a very high rate of occupancy during the recreation season. The Campground includes a group camping area with pavilion and 12 improved campsites. The adjacent day use area has an amphitheater and pavilion.

(b) Brushy Creek Campground is located at Lake O' the Pines in northeast Texas, approximately 13 miles west of Jefferson, Texas, on FM-726. Brushy Creek Campground contains a total of 111 campsites of which 71 are hard surfaced Class A sites with electrical and water hookups. The other 40 sites are Class A tent sites with a table lantern pole and cooker at each site. Of these 12 in tent area 1 have electric hookups. Brushy Creek Campground is a heavily used camping area at Lake O' the Pines and normally maintains a very high rate of occupancy during the recreation season. The adjacent day use area has a pavilion.

(c) Buckhorn Creek Campground is located at Lake O' the Pines in north-east Texas, approximately 10 miles west of Jefferson, Texas, on FM-726. Buckhorn Creek Campground contains a total of 100 campsites of which 62 are hard surfaced Class A sites with electrical and water hookups. The other 38 sites are Class A tent

sites with a table, lantern pole and cooker at each site with water available in the area. Buckhorn Creek Campground is a moderately used camping area at Lake O' the Pines and normally maintains a high rate of occupancy during the recreation season.

(d) Alley Creek Campground is located at Lake O' the Pines in northeast Texas, approximately 15 miles west of Jefferson, Texas, on FM-729. Alley Creek Campground contains a total of 99 campsites of which 49 are hard surfaced Class A sites with electrical and water hookups. The other 50 sites are Class A tent sites with a table, lantern pole and cooker at each site. Alley Creek Campground is a moderately used camping area at Lake O' the Pines and normally maintains a high rate of occupancy during the recreation season. The Campground includes a group camping area with pavilion and 12 improved campsites. Attendant unlocks and locks restroom for the Alley Group Campground users.

(e.) Shady Grove (Brushy Creek) Day use area is located adjacent to the Brushy Creek Campground Gate approximately 13 miles west of Jefferson on FM-726. Shady Grove has 23 sites, a boat ramp, beach, restrooms, a basketball half court, and covered pavilion. Attendant unlocks and locks the pavilion for the users.

(f.) Johnson Day use is located adjacent to Johnson Creek Campground approximately 13 miles west of Jefferson on FM-729. Johnson Day Use has 37 sites, a boat ramp, volleyball, a beach, an amphitheater and a covered pavilion. Attendant unlocks and locks the pavilion for the users.

(g.) Lakeside Day Use is located approximately 11 miles west of Jefferson on FM-726 partly across the dam. Lakeside has 73 sites, two beaches, a boat ramp, a basketball half court, volleyball and a covered

pavilion. Attendant unlocks and locks the pavilion for the users.